

Project Title: \_\_\_\_\_

Subgrantee: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

**Safe Routes to School Program Non-Infrastructure  
SUBCONTRACT GENERAL TERMS AND CONDITIONS**

**ARTICLE 1. COMPLIANCE WITH LAWS**

The Subcontractor shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Subcontract, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subcontractor shall furnish the Subgrantee with satisfactory proof of its compliance therewith.

**ARTICLE 2. STANDARD ASSURANCES**

The Subcontractor hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 49 CFR, Part 18; 49 CFR, Part 19 (OMB Circular A-110); OMB Circular A-87; OMB Circular A-102; OMB Circular A-21; OMB Circular A-122; and OMB Circular A-133, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subcontractor assures and certifies that:

- A. It possesses legal authority to apply for the subcontract; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- B. It and its sub-subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- D. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)
- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- G. It will give the Subgrantee and the Texas Department of Transportation (Department) access to and the right to examine all records, books, papers, or documents related to this Subcontract.

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- H. It will comply with all requirements imposed by the Subgrantee and the Department concerning special requirements of law, program requirements, and other administrative requirements.
- I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Subcontract. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subcontractor also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulation, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each sub-subcontractor, with any such federal requirements as the federal government may now or in the future promulgate.
- J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
- K. It will assist the Subgrantee in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).
- L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subcontractor's governing board or the Subcontractor's sub-subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person described in Section 573.062 of the Texas Government Code.
- M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.
- N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

### **ARTICLE 3. COMPENSATION**

- A. The method of payment for this Subcontract will be based on actual costs incurred up to and not to exceed the limits specified in the Payment Provisions of this Subcontract, Attachment B, Project Budget. The amounts included in the Payment Provisions of this Subcontract, Attachment B, Project Budget, will be deemed to be an estimate. If the Payment Provisions of this Subcontract, Attachment B, Project Budget, specify that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

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- B. All payments made hereunder will be made in accordance with the Payment Provisions of this Subcontract, Attachment B, Project Budget.
- C. To be eligible for reimbursement under this Subcontract, a cost could not of been incurred prior to written authorization to proceed and must be incurred in accordance with Payment Provisions of this Subcontract, Attachment B, Project Budget, within the time frame specified in Term of Subcontract period on page 1 of this Subcontract, attributable to work covered by this Subcontract, and which has been completed in a manner satisfactory and acceptable to the Subgrantee.
- D. Federal funds cannot supplant (replace) funds from any other sources. The term “supplanting,” refers to the use of federal funds to support personnel or an activity already supported by local or state funds.
- E. Payment of costs incurred under this Subcontract is further governed by one of the following cost principles, as appropriate, outlined in the Federal Office of Management and Budget (OMB) Circulars:
  - A-21, Cost Principles for Institutions of Higher Education;
  - A-87, Cost Principles for State, Local, and Indian Tribal Governments; or,
  - A-122, Cost Principles for Nonprofit Organizations.
- F. The Subcontractor agrees to submit monthly or quarterly Requests for Reimbursement, as agreed upon with the Subgrantee, within thirty (30) days after the end of the billing period. The Subcontractor will use billing forms acceptable to the Subgrantee. The original Request for Reimbursement, with the appropriate backup documentation, must be submitted to the Subgrantee address shown on the Mailing Addresses of this Subcontract. In addition, a copy of the Request for Reimbursement and appropriate backup documentation, plus three (3) copies of the Request for Reimbursement without backup documentation, must be submitted to this same address.
- G. The Subcontractor agrees to submit the final Request for Reimbursement under this Subcontract within thirty (30) days of the end of the Subcontract period.
- H. The Subgrantee will exercise good faith to make payments within thirty (30) days of receipt of properly prepared and documented Requests for Reimbursement. Payments, however, are contingent upon the availability of appropriated funds.
- I. Project Subcontracts supported with federal funds are limited to the length of this Subcontract period, which is specified in “Term of Subcontract” on page 1 of this Subcontract. If the Subgrantee determines that the project has demonstrated merit or has potential long-range benefits, the Subcontractor may apply for funding assistance beyond the initial Subcontract period. Preference for funding will be given to those projects for which the Subcontractor has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and which have demonstrated performance that is acceptable to the Subgrantee.

#### **ARTICLE 4. LIMITATION OF LIABILITY**

Payment of costs incurred hereunder is contingent upon the availability of funds. If at any time during this Subcontract period, the Subgrantee determines that there is insufficient funding to continue this Subcontract, the Subgrantee shall so notify the Subcontractor, giving notice of intent to terminate this Subcontract, as specified in Article 11 of this Subcontract.

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## **ARTICLE 5. AMENDMENTS**

This Subcontract may be amended prior to its expiration by mutual written consent of both parties, utilizing a Subcontract amendment designated by the Subgrantee. Any amendment must be executed by the parties within the Subcontract period, as specified in "Term of Subcontract" on page 1 of this Subcontract.

## **ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK**

If the Subcontractor is of the opinion that any assigned work is beyond the scope of this Subcontract and constitutes additional work, the Subcontractor shall promptly notify the Subgrantee in writing. If the Subgrantee finds that such work does constitute additional work, the Subgrantee shall so advise the Subcontractor and a written amendment to this Subcontract will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before the Subgrantee agrees and a written subcontract amendment is executed.

If the Subcontractor has submitted work in accordance with the terms of this Subcontract but the Subgrantee requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under this Subcontract, the Subcontractor shall make such revisions as requested and directed by the Subgrantee. This will be considered as additional work and will be paid for as specified in this Article.

If the Subcontractor submits work that does not comply with the terms of this Subcontract, the Subgrantee shall instruct the Subcontractor to make such revisions as are necessary to bring the work into compliance with this Subcontract. No additional compensation shall be paid for this work.

The Subcontractor shall make revisions to the work authorized in this Subcontract, which are necessary to correct errors or omissions appearing therein, when required to do so by the Subgrantee. No additional compensation shall be paid for this work.

The Subgrantee shall not be responsible for actions by the Subcontractor or any costs incurred by the Subcontractor relating to additional work not directly associated with or prior to the execution of an amendment.

## **ARTICLE 7. REPORTING AND MONITORING**

Not later than thirty (30) days after the end of each reporting period, the Subcontractor shall submit a performance report using forms provided or approved by the Subgrantee. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

The Subcontractor shall submit the Final Performance Report within thirty (30) days after completion of the subcontract.

The Subcontractor shall promptly advise the Subgrantee in writing of events that will have a significant impact upon this Subcontract, including:

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- A. Problems, delays, or adverse conditions, including a change of project director or other changes in Subcontractor personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of subcontract objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Subgrantee or other assistance needed to resolve the situation.
- B. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

## **ARTICLE 8. RECORDS**

The Subcontractor agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed hereunder, (hereinafter called the records), and shall make such records available at its office for the time period authorized within the Subcontract period, as specified in "Term of Subcontract" on page 1 of this Subcontract. The Subcontractor further agrees to retain said records for four (4) years from the date of final payment under this Subcontract, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Subgrantee, the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the records. This right of access is not limited to the four (4) year period but shall last as long as the records are retained.

## **ARTICLE 9. INDEMNIFICATION**

To the extent permitted by law, the Subcontractor, if other than a government entity, shall indemnify, hold, and save harmless the Subgrantee and its officers and employees from all claims and liability due to the acts or omissions of the Subcontractor, its agents, or employees. The Subcontractor also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Subgrantee from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Subgrantee in litigation or otherwise resisting such claims or liabilities as a result of any activities of the Subcontractor, its agents, or employees.

Further, to the extent permitted by law, the Subcontractor, if other than a government entity, agrees to protect, indemnify, and save harmless the Subgrantee from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subcontractor against the Subgrantee due to personal injuries or death to such employee resulting from any alleged negligent act, by either commission or omission on the part of the Subcontractor.

If the Subcontractor is a government entity, both parties to this Subcontract agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

## **ARTICLE 10. DISPUTES AND REMEDIES**

This Subcontract supercedes any prior oral or written subcontracts.

The Subcontractor shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subcontractor in support of Subcontract work.

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Disputes concerning performance or payment shall be submitted to the Subgrantee for settlement, with the Department's Executive Director acting as the final referee.

## **ARTICLE 11. TERMINATION**

This Subcontract shall remain in effect until the Subcontractor has satisfactorily completed all services and obligations described herein and these have been accepted by the Subgrantee, unless:

- This Subcontract is terminated in writing with the mutual consent of both parties; or
- There is a written thirty (30) day notice by either party; or
- The Subgrantee determines that the Subcontractor has failed to comply with the conditions of this Subcontract; or
- The Subgrantee determines that the performance of the project is not in the best interest of the Subgrantee and informs the Subcontractor that the project is terminated immediately; or
- Federal funds are not available for payment of services provided under this Subcontract.

The Subgrantee shall compensate the Subcontractor for only those eligible expenses incurred during the Subcontract period specified in "Term of Subcontract" on page 1 of this Subcontract which are directly attributable to the completed portion of the work covered by this Subcontract, provided that the work has been completed in a manner satisfactory and acceptable to the Subgrantee. The Subcontractor shall not incur nor be reimbursed for any new obligations after the effective date of termination.

## **ARTICLE 12. INSPECTION OF WORK**

The Subgrantee, the Department, and, when federal funds are involved, the USDOT, or any authorized representative thereof, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

If any inspection or evaluation is made on the premises of the Subcontractor or its sub-subcontractor, the Subcontractor shall provide and require its sub-subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

## **ARTICLE 13. AUDIT**

The Subcontractor shall comply with the requirements of the Single Audit Act of 1984, Public Law (PL) 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133, "Audits of States, Local Governments, and Other Non-Profit Organizations."

The State Auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this Subcontract or indirectly through a sub-subcontract under this Subcontract. Acceptance of funds directly under this Subcontract or indirectly through a sub-subcontract under this Subcontract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds.

## **ARTICLE 14. SUB-SUBCONTRACTS**

The Subcontractor shall not enter into any sub-subcontract with individuals or organizations not a part of the Subcontractor's organization without prior written concurrence with the Sub-subcontract by the Subgrantee. Sub-subcontracts shall contain all required provisions of this Subcontract. No sub-subcontract will relieve the Subcontractor of its responsibility under this Subcontract.

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**ARTICLE 15. GRATUITIES**

Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this Subcontract. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

Any person doing business with or who reasonably speaking may do business with the Department under this Subcontract may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subcontractor to adhere to this policy may result in termination of this Subcontract.

**ARTICLE 16. NONCOLLUSION**

The Subcontractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subcontractor, to solicit or secure this Subcontract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Subcontract. If the Subcontractor breaches or violates this warranty, the Subgrantee or the Department shall have the right to annul this Subcontract without liability or, in its discretion, to deduct from the Subcontract price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

**ARTICLE 17. CONFLICT OF INTEREST**

The Subcontractor represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Subgrantee or the Department. The Subcontractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Sub-grantee's or the Department's interests.

**ARTICLE 18. SUBCONTRACTOR'S RESOURCES**

The Subcontractor certifies that it presently has adequate qualified personnel in its employment to perform the work required under this Subcontract, or will be able to obtain such personnel from sources other than the Subgrantee.

All employees of the Subcontractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Subcontractor who, in the opinion of the Subgrantee, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

Unless otherwise specified, the Subcontractor shall furnish all equipment, materials, supplies, and other resources required to perform the work.

**ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT**

The Subcontractor shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Subgrantee or purchased pursuant to this Subcontract in accordance with its own property management procedures, provided that the procedures meet or exceed and are not in conflict

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with the Subgrantee's property management procedures or property management standards and federal standards, as appropriate, in:

- 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Subcontracts to State and Local Governments," or
- 49 CFR, Part 19 (OMB Circular A-110), "Uniform Administrative Requirements for Grants and Subcontracts with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."

## **ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Upon completion or termination of this Subcontract, whether for cause or at the convenience of the parties hereto, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subcontractor, and equipment and supplies purchased with subcontract funds shall, at the option of the Subgrantee, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this Subcontract shall be made available, upon request, to the Department without restriction or limitation of their further use.

- A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.
- B. *All rights to Department.* The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this subcontract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.
- C. *All rights to Subcontractor.* Classes and materials initially developed by the Subcontractor without any type of funding or resource assistance from the Subgrantee remain the Subcontractor's intellectual property. For these classes and materials, the Subgrantee payment is limited to payment for attendance at classes.

## **ARTICLE 21. SUCCESSORS AND ASSIGNS**

The Subgrantee and the Subcontractor each binds itself, its successors, executors, assigns, and administrators to the other party to this Subcontract and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Subcontract. The Subcontractor shall not assign, sublet, or transfer interest and obligations in this Subcontract without the written consent of the Subgrantee.

## **ARTICLE 22. CIVIL RIGHTS COMPLIANCE**

- A. Compliance with regulations: The Subcontractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the USDOT: 49 CFR, Part 21; 23 CFR, Subchapter C; and 41 CFR, Parts 60-74, as they may be amended periodically (hereinafter referred to as the Regulations). The Subcontractor agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).
- B. Nondiscrimination: The Subcontractor, with regard to the work performed during the period of this Subcontract, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of sub-subcontractors, including procurements of materials and leases of equipment.



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- C. Solicitations for sub-subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subcontractor for work to be performed under a sub-subcontract, including procurements of materials and leases of equipment, each potential sub-subcontractor or supplier shall be notified by the Subcontractor of the Sub-subcontractor's obligations under this Subcontract and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.
- D. Information and reports: The Subcontractor shall provide all information and reports required by the regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Subgrantee, the Department, or the USDOT to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the Subcontractor is in the exclusive possession of another who fails or refuses to furnish this information, the Subcontractor shall so certify to the Subgrantee, the Department, or the USDOT, whichever is appropriate, and shall set forth what efforts the Subcontractor has made to obtain the requested information.
- E. Sanctions for noncompliance: In the event of the Subcontractor's noncompliance with the nondiscrimination provision of this Subcontract, the Subgrantee and Department shall impose such sanctions as they or the USDOT may determine to be appropriate.
- F. Incorporation of provisions: The Subcontractor shall include the provisions of paragraphs A through E in every sub-subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Sub-subcontractor shall take such action with respect to any sub-subcontract or procurement as the Subgrantee may direct as a means of enforcing such provisions, including sanctions for noncompliance. However, in the event a Subcontractor becomes involved in, or is threatened with litigation with a sub-subcontractor or supplier as a result of such direction, the Subcontractor may request the Subgrantee or the Department to enter into litigation to protect the interests of the state; and in addition, the Subcontractor may request the United States to enter into such litigation to protect the interests of the United States.

### **ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE**

It is the policy of the Department and the USDOT that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the opportunity to participate in the performance of Subcontracts financed in whole or in part with federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, apply to this Subcontract as follows:

- The Subcontractor agrees to insure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the opportunity to participate in the performance of Subcontracts and sub-subcontracts financed in whole or in part with federal funds. In this regard, the Subcontractor shall make good faith efforts in accordance with 49 CFR Part 26, to insure that Disadvantaged Business Enterprises have the opportunity to compete for and perform Subcontracts and sub-subcontracts.
- The Subcontractor and any sub-subcontractor shall not discriminate on the basis of race, color, sex, national origin, or disability in the award and performance of Subcontracts funded in whole or in part with federal funds.

These requirements shall be included in any subcontract.

Failure to carry out the requirements set forth above shall constitute a breach of this Subcontract and, after the notification of the Subgrantee, may result in termination of this Subcontract by the Subgrantee, or other such remedy as the Subgrantee deems appropriate.

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## **ARTICLE 24. DEBARMENT/SUSPENSION**

- A. The Subcontractor certifies, to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
  2. Have not, within a three (3) year period preceding this Subcontract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A.2 of this Article; and
  4. Have not, within a three (3) year period preceding this Subcontract, had one or more federal, state, or local public transactions terminated for cause or default.
- B. Where the Subcontractor is unable to certify to any of the statements in this Article, such Subcontractor shall attach an explanation to this Subcontract.
- C. The Subcontractor is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension.
- D. The Subcontractor shall require any party to a sub-subcontract or purchase order awarded under this Subcontract to certify its eligibility to receive federal grant or subcontract funds, and, when requested by the Subgrantee, to furnish a copy of the certification.

## **ARTICLE 25. LOBBYING CERTIFICATION**

The Subcontractor certifies to the best of his or her knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid by or on behalf of the Subcontractor to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative subcontract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative subcontract.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal subcontract, grant, loan, or sub-subcontract, the party to this Subcontract shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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- A. The Subcontractor shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts) and that all sub-subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**ARTICLE 26. CHILD SUPPORT STATEMENT**

Unless the Subcontractor is a governmental or non-profit entity, the Subcontractor certifies that it either will go to the Department's website noted below and complete the Child Support Statement or already has a Child Support Statement on file with the Department. The Subcontractor is responsible for keeping the Child Support Statement current and on file with that office for the duration of this Subcontract period. The Subcontractor further certifies that the Child Support Statement on file contains the child support information for the individuals or business entities named in this subcontract. Under Section 231.006, Family Code, the Subcontractor certifies that the individual or business entity named in this Subcontract is not ineligible to receive the specified subcontract or payment and acknowledges that this Subcontract may be terminated and payment may be withheld if this certification is inaccurate.

The form for the Child Support Statement is available on the Internet at:

[http://www.txdot.gov/forms/general\\_services.htm](http://www.txdot.gov/forms/general_services.htm).

**For Subgrantee**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**For Subcontractor**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_